

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   5</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0004</div>		3. EFFECTIVE DATE <div style="text-align: center;">04-Jan-2005</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W16ROE-4306-5043</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN:CENAN-CT ROOM 1843 26 FEDERAL PLAZA NEW YORK NY 10278		CODE <div style="text-align: center;">W912DS</div>		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X 9A. AMENDMENT OF SOLICITATION NO. W912DS-05-B-0003			
				X 9B. DATED (SEE ITEM 11) 01-Dec-2004			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The solicitation is amended as follows: 1. To provide changes to specifications attached herein; 2. To provide the contractor(s)' submitted questions and the corresponding answers. The bid opening date remains unchanged for 11 Jan 05 at 1400 hours local time. NOTE: OFFERORS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT BY THE DATE SPECIFIED IN THE SOLICITATION (OR AS AMENDED) BY ONE OF THE FOLLOWING METHODS: IN THE SPACE PROVIDED ON THE SF1442, BY SEPARATE LETTER, OR BY TELEGRAM, OR BY SIGNING BLOCK 15 BELOW. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID, LATE MODIFICATIONS OF BIDS OR LATE WITHDRAWAL OF BIDS (FAR14.304).							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  04-Jan-2005	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0004 - INFO**1) Specifications:****Section 00800**

1-Revise paragraph 1.15 and delete the last two sentences from this paragraph, "Prior to completion...etc...will be required to remove same at his expense."

2-Paragraph 1.45.B.1 sub paragraph (d) Delete "and verification"

Add sub paragraph (e) below:

"(e) Air Emissions Calculator. Refer to Section 01135."

3-Paragraph 1.45.B.2 delete sub paragraph (e) and replace it with the new sub paragraph (e) below:

"(e) Identification, verification and confirmation of any additional offsets, if any, that the bidder will utilize during the contract. This is supported by documentation from the appropriate regulatory agency."

**Section 01135**

1-Clean Air Conformance and Air Emissions

Instruction sheet only, replace 0.43, which was a typo, with 0.59 for the Load Factor for Excavator – Diesel Hydraulic.

Revised air calculator has been placed on the NYD Website. The web URL is:

<http://www.nan.usace.army.mil/business/buslinks/contract/index.htm>

**Section 02200**

1-Paragraph 1.6.2 sub paragraph c. replace "five calendar days" with "48 hours" to match with paragraph 1.2.1

2-Paragraph 1.6.2 sub paragraph d, add the sentence below to the end of the paragraph

"Letters shall be sent to the complainant and a copy to the COR."

**Section 02900**

1-Delete paragraphs 5.5.1.1 thru 5.5.1.3 and replace them with the revised paragraphs below:

**"5.5 Order and Sequence of Work"****5.5.1 Interference with Navigation**

5.5.1.1 The Contractor shall minimize interference with the use of channels and passages. The Contracting Officer will direct the shifting or moving of dredges, drill barges and other plant or the interruption of dredging operations to accommodate the movement of vessels and floating equipment if necessary.

5.5.1.2 Acceptance areas 1, 2 and 3a shall remain open to traffic.

5.5.1.3 Acceptance areas 1, 2 and 3a shall be maintained at 40ft below mlw in areas that are not beneath the dredges, drill barges or other plant.”

2- Paragraph 4 and Paragraph 5.9 revise “open water disposal of...” to read “open water placement of...”

3-Paragraph 5.11 at the end of the paragraph before the last sentence revise “submitted to ADISS for posting on the ADISS website” to read “ downloaded from the camera into the scow monitoring software for eventual posting on the scow monitoring website”

4-General in all sections, all references to SAIC, ADISS , ADISSPlay and ADISSt will be replaced as follows:

SAIC – scow monitoring contractor

ADISS – primary scow monitoring system

ADISSPlay – primary scow monitoring software

ADISSt – backup scow monitoring software

**The following questions and answers are provided for information only. Nothing contained below amends or revises any provision of the solicitation**

## **2) Questions and Answers**

The New York District has received questions about the contract

### **1-Questions:**

Section 00800 Clause 1.15, indicates that acceptance areas, when found satisfactory, will be accepted as complete. However, the final two sentences of this paragraph seem to indicate that, prior to completion of the contract, the government will perform an acoustic sweep of the contract area and any lack of contract depth, including shoal material, will be removed at the contractor’s expense. Is it the government’s intention to make the contractor liable for any shoaling that occurs in an acceptance area through the completion of the contract even long after it has been found acceptable?

Answers: Paragraph 1.15 is revised in this amendment (see above).

### **2-Questions:**

Section 0800 Paragraphs 1.45.B.1 and 2 present what needs to be submitted concerning air emissions within 5 and 35 days of notice of low bidder. Specifically, the air emissions calculations need to be submitted within 35 days. However, Section 01135 is more ambiguous and appears to require the air emissions calculations to be submitted within 5 days. Please clarify these air submittal requirements.

Answers: Section 00800 Paragraph 1.45.B.1 is revised in this amendment (see above).

### **3-Questions:**

In review of the Air Emissions Calculator downloaded from the Corps website, we notice what appears to be a discrepancy between the Instructions worksheet and the Input and Calculations worksheet. The Load Factor for Excavator – Diesel Hydraulic is listed as 0.43 on the Instructions sheet but calculated as 0.59 in a protected cell on the Calculations sheet. This is a 37% difference in load factors on some of the highest emitting engines on the project. As the emissions requirements of this contract are very tight and may

cause scheduling difficulties, we ask that you clarify and fix the discrepancy between these two worksheets.

Answers: The 0.43 in the instruction sheet was a typo. 0.59, which is what is in the calculator is the right load factor. The instruction sheet should be corrected to say 0.59. The instruction sheet is corrected in this amendment and revised the sheet will be posted on the web.

4-Questions:

Under Section 02900, 5.5.1. Interference to Navigation of the specifications, it states that "Acceptance areas 1, 2 and 3a will remain open to traffic including during rock removal operations." We define rock removal as dredging. Does this paragraph also apply to drilling and blasting operations? Also, will drilling and blasting operations be curtailed during the period stated in paragraph 5.5.1.5?

Answers: Paragraphs 5.5.1.1 thru 5.5.1.3 are revised in this amendment (see above).

And yes drilling and blasting operations will be curtailed during the period stated in paragraph 5.5.1.5 as illustrated in 5.5.1.4.

## SECTION 00700 - CONTRACT CLAUSES

The following have been modified:

### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **120 calendar days from the issuance date of the Notice to Proceed**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

### 52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region \_1\_. Working conditions shall be considered to be average for determining equipment rates

using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

(End of Summary of Changes)